

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

LEO GALLAGHER  
d/b/a "GALLAGHER" and  
SOLD OUT SHOWS, INC.,

Plaintiffs and  
Counter-Defendants,

-vs-

RON GALLAGHER,  
CLASSIC PRODUCTIONS, INC.,

Defendants and  
Counter-Plaintiffs,

and

CLASSIC ENTERTAINMENT, INC.,

Defendant.

Case No. 99-75657  
Hon. Paul D. Borman  
Magistrate Judge Pepe

FILED  
JUL 11 1999  
U.S. DISTRICT COURT  
EAST DIST MICH  
DETROIT

EVANS & PARKER, P.C.

DOUGLAS W. SPRINKLE (P25236)  
GIFFORD, KRASS, GROH, SPRINKLE,  
ANDERSON & CITKOWSKI, P.C  
Attorneys for Plaintiffs  
Counter-Defendants  
280 North Old Woodward Avenue  
Suite 400  
Birmingham, MI 48009  
(248) 647-6000

JAMES R. COLE (WI 01013023)  
GREGORY T. EVERTS (WI01001636)  
Co-Counsel for Plaintiffs  
Counter-Defendants  
Firstar Plaza, 1 S. Pickney St  
P.O. Box 2113  
Madison, WI 53701  
(608) 241-9166

NEAL W. KNIGHT, JR. (FL093737)  
Co-Counsel for Plaintiffs  
Counter-Defendants  
321 Royal Poiciana Plaza S.  
P.O. Box 431  
Palm Beach, FL 33480  
(561) 659-1770

SHARI LESNICK (P39746)  
Attorney for Defendant and  
Counter-Plaintiff Ron  
Gallagher  
30700 Telegraph Rd., Suite  
4646  
Bingham Farms, MI 48025  
(248) 646-5511

ROBERT S. ROLLINGER (P27237)  
Co-Counsel for Defendant and  
Counter-Plaintiff Ron  
Gallagher  
30700 Telegraph Rd.  
Suite 4646  
Bingham Farms, MI 48025  
(248) 646-6460

MARK D. EVANS (P34517)  
EVANS & PARKER, P.C.  
Attorneys for Defendant and  
Counter-Plaintiff  
Classic Productions, Inc.  
1825 South Woodward Avenue  
Suite 190  
Bloomfield Hills, MI 48302  
(248) 333-1700

---

**EMERGENCY MOTION FOR ORDER ENFORCING SETTLEMENT AGREEMENT  
AND TEMPORARY RELIEF FROM PRELIMINARY INJUNCTION**

Defendant and Counter-Plaintiff Classic Productions,  
Inc. ("Classic Productions") and through its attorneys,  
Evans & Parker, P.C., moves this court to enforce a  
Settlement Agreement entered into between Plaintiffs and  
Counter-Defendants Leo Gallagher, Jr. ("Gallagher") and Sold  
Out Shows, Inc., on the one hand, and Classic Productions, on  
the other hand, and for temporary relief from this Court's  
July 7, 2000 Preliminary Injunction based on the following:

1.) As this Court is aware, the Court heard evidence  
and argument on Plaintiffs' Motion for Preliminary Injunction  
on three separate occasions, the last hearing of which was  
conducted on April 11, 2000. Although, Plaintiffs' Motion  
for Preliminary Injunction was filed in November 1999 no  
conclusive decision was rendered by the Court on that Motion  
until July 7, 2000.

EVANS & PARKER, P.C.

2.) Classic Productions' counsel received the Court's July 7, 2000 Opinion and Order granting Plaintiffs' Motion for Preliminary Injunction on July 10, 2000.

3.) On June 1, 2000, approximately one (1) month prior to this Court's issuance of its opinion, Classic Productions and Plaintiffs Gallagher and Sold Out Shows, Inc. entered into a Settlement Agreement the terms of which were placed on the record at Gallagher's deposition. A copy of the June 1, 2000 Settlement Agreement record is attached hereto as Exhibit "A".

4.) As part of that Agreement Plaintiffs agreed to pay Classic Productions and its counsel the sum of \$30,000 to be conveyed by wire transfer on or about Friday June 2, 2000. See, page 5, June 1, 2000 transcript. As a further part of that agreement Classic Productions and Joel Bogorad or any entity which he controls agreed not to promote Ron Gallagher as a comedian except with the express approval from Leo Gallagher. See, page 6 of June 1, 2000 transcript, Exhibit "A".

5.) During the weekend of June 3, 2000 and June 4, 2000 unbeknownst to Defendant Classic Productions' counsel (and upon information and belief, for a period of time unknown to Plaintiff's counsel) Gallagher suffered a heart attack or

EVANS & PARKER, P.C.

heart attacks which required his hospitalization and treatment.

6.) As a consequence, Plaintiff's counsel James Cole advised the undersigned that there was some difficulty in having the \$30,000 transferred because it required Gallagher's signature and that was not possible given his incapacity.

7.) Subsequent to his hospitalization and during his convalescence approximately one (1) week later Joel Bogorad of Classic Productions contacted Gallagher directly for several purposes including to ascertain his condition, express his concern over his health and ascertain the status of the fulfillment of the Settlement Agreement. During that conversation, it was agreed by Mr. Bogorad on behalf of Classic Productions and Gallagher on behalf of himself and Sold Out Shows, Inc. that because of Gallagher's need for cash flow during his period of convalescence that the payment of \$30,000 could be delayed but he would consent to Classic Productions, Inc. during that interim period producing shows for Ron Gallagher. See, Affidavit of Joel Bogorad attached hereto as Exhibit "B".

8.) Subsequently, Classic Productions' undersigned counsel contacted Plaintiff's counsel James Cole who confirmed that he had spoken with his client (Gallagher) and

EVANS & PARKER, P.C.

that his understanding of the agreement was that the \$30,000 payment could be delayed during Gallagher's convalescence on the condition that Classic Productions could, in the interim, produce shows for Ron Gallagher. On June 30, 2000 Defendant's undersigned counsel wrote Mr. Cole confirming that conversation and attempted to have Mr. Cole confirm same in writing. Attached hereto is a copy of June 30, 2000 letter from Defendant's counsel to Plaintiff's counsel as Exhibit "C".

9.) In reliance upon the agreement and understanding between Gallagher and Sold Out Shows, Inc. and Classic Productions, Classic Productions continued to arrange for Ron Gallagher shows which had been earlier scheduled. The following shows were scheduled and advertisements have been placed and in certain instances tickets have been sold in the following venues:

a.) July 15, 2000 at Lincoln Square Theatre in Decatur,

Illinois:

- 1.) Tickets sold: approximately 150 at \$20 per ticket for a total of approximately \$3,000,
- 2.) Expenditures made or obligations incurred:  
\$2,000 rent, \$988 newspaper advertising,  
Herald Review \$536.68, Springfield News ad at

EVANS & PARKER, P.C.

journal register \$267, Champagne, Illinois ad  
\$2,000 radio ads for a total of \$5,691.68.

If this show is cancelled Classic Productions will be required to refund all tickets which have been purchased and will incur the above liability and expenditures without any opportunity to recoup same. In addition, Classic Productions' reputation will be harmed in connection with the scheduling of any other performers at Lincoln Square Theatre in Decatur Illinois.

b.) July 28, 2000 and July 29, 2000 Four Points

Sheraton Hotel in Canton, Ohio:

- 1.) Ticket Sales: 106 for a total of approximately \$2,809
- 2.) Expenditures and obligations: Rent \$4,000 if the show is cancelled; advertisements \$963 expended in newspaper ads.

In addition to loss of the revenue and obligations, Classic Productions' reputation at that facility will also be damaged if the show is required to be cancelled.

10.) In addition to the above July shows, Defendant Classic Productions, Inc. in reliance upon the agreement with Gallagher continued efforts to schedule and promote Ron Gallagher shows which have been scheduled for the month of September, 2000. Those shows include the following:

EVANS & PARKER, P.C.

- a.) Livonia Mall Cinema on September 8 and 9, 2000:  
where 60 tickets have been sold at \$26.50 per ticket for a total of \$1,690 and approximately \$1100 has been committed and or expended for rent.
- b.) Bob's Boat House in Sarasota, Florida on September 24, 2000: Classic Productions sold a Ron Gallagher show to Bob's Boat House for \$5,000 and, upon information and belief, tickets have already been sold for that performance.
- c.) September 29 and 30, 2000, in Muskegon, Michigan:  
approximately 100 tickets have been sold at \$20 per ticket and expenditures for advertisements and rent have been obligated and/or expended in the amount of approximately \$4,000.

11.) Given the agreement between the parties which was entered into on June 1, 2000 and which was modified by Gallagher and Classic Productions through Joel Bogorad and given the lack of any real prejudice or harm to Plaintiffs in permitting the presently scheduled shows to proceed, Classic Productions requests the Court delay implementation of the Preliminary Injunction to permit the above scheduled shows to proceed and at the conclusion of which to require Gallagher and Sold Out Shows, Inc. to pay the \$30,000 which they agreed to pay pursuant to the June 1, 2000 Settlement Agreement.

12.) On July 10, 2000, Defendant's undersigned counsel attempted to contact Plaintiff's counsel, James Cole, but he was unavailable and therefore contacted Plaintiff's counsel Greg Evarts of the same law firm at which time concurrence in the relief requested by this Motion was sought. Concurrence in the requested relief was denied by Mr. Evarts on July 11, 2000, thus necessitating the filing of this Motion.

13.) This Motion is supported by the Exhibits attached hereto, the Affidavit of Joel Bogorad, the Affidavit of Mark D. Evans and the attached Brief in Support:

WHEREFORE, Defendant Classic Productions, Inc. respectfully requests that this Court grant it the following relief:

a.) Issue an Order temporarily staying the enforcement of this Court's July 7, 2000 Order for Preliminary Injunction to specifically permit the Classic Productions/Ron Gallagher shows scheduled for July 15, 2000 in Decatur, Illinois, July 28 and 29, 2000 shows scheduled in Canton, Ohio, September 28 and 29, 2000 shows at Livonia Mall Cinema, September 24, 2000 show at Bob's Boat House in Sarasota, Florida and September 29 and 30, 2000 shows in Muskegon, Michigan.

b.) Order that on or before October 1, 2000 or the conclusion of the last show date allowed by this Court that Gallagher and/or Sold Out Shows, Inc. immediately pay Classic

EVANS & PARKER, P.C.



Productions and its counsel, Evans & Parker, P.C., \$30,000 pursuant to the June 1, 2000 Settlement Agreement.

EVANS & PARKER, P.C.

By

  
Mark D. Evans (P34517)

Attorney for Defendant and  
Counter-Plaintiff

Classic Productions, Inc.  
1825 South Woodward Avenue  
Suite 190  
Bloomfield Hills, MI 48302  
(248) 333-1700

Date: July 11, 2000

classic emergency motion.rtf

EVANS & PARKER, P.C.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

LEO GALLAGHER  
d/b/a "GALLAGHER" and  
SOLD OUT SHOWS, INC.,

Plaintiffs and  
Counter-Defendants,

-vs-

RON GALLAGHER,  
CLASSIC PRODUCTIONS, INC.,

Defendants and  
Counter-Plaintiffs,

and

CLASSIC ENTERTAINMENT, INC.,

Defendant.

Case No. 99-75657  
Hon. Paul D. Borman  
Magistrate Judge Pepe

EVANS & PARKER, P.C.

DOUGLAS W. SPRINKLE (P25236)  
GIFFORD, KRASS, GROH, SPRINKLE,  
ANDERSON & CITKOWSKI, P.C  
Attorneys for Plaintiffs  
Counter-Defendants  
280 North Old Woodward Avenue  
Suite 400  
Birmingham, MI 48009  
(248) 647-6000

JAMES R. COLE (WI 01013023)  
GREGORY T. EVERTS (WI01001636)  
Co-Counsel for Plaintiffs  
Counter-Defendants  
Firststar Plaza, 1 S. Pickney St  
P.O. Box 2113  
Madison, WI 53701  
(608) 241-9166

NEAL W. KNIGHT, JR. (FL093737)  
Co-Counsel for Plaintiffs  
Counter-Defendants  
321 Royal Poiciana Plaza S.  
P.O. Box 431  
Palm Beach, FL 33480  
(561) 659-1770

SHARI LESNICK (P39746)  
Attorney for Defendant and  
Counter-Plaintiff Ron  
Gallagher  
30700 Telegraph Rd., Suite  
4646  
Bingham Farms, MI 48025  
(248) 646-5511

ROBERT S. ROLLINGER (P27237)  
Co-Counsel for Defendant and  
Counter-Plaintiff Ron  
Gallagher  
30700 Telegraph Rd.  
Suite 4646  
Bingham Farms, MI 48025  
(248) 646-6460

MARK D. EVANS (P34517)  
EVANS & PARKER, P.C.  
Attorneys for Defendant and  
Counter-Plaintiff  
Classic Productions, Inc.  
1825 South Woodward Avenue  
Suite 190  
Bloomfield Hills, MI 48302  
(248) 333-1700

AFFIDAVIT OF MARK D. EVANS

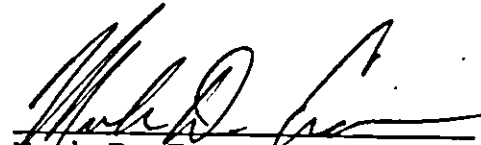
STATE OF MICHIGAN)  
                                ) ss  
COUNTY OF OAKLAND)

Mark D. Evans, being first duly sworn, deposes and says that if he is sworn as a witness he can testify competently and based upon his personal knowledge to the truth of the following facts:

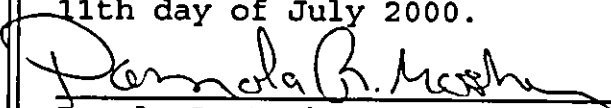
1. I am an attorney duly licensed to practice law in the State of Michigan and am the attorney principally responsible for representing Classic Productions in the above captioned action

2. The statements contained in paragraphs 6 and 8 of Classic Productions' Emergency Motion For Order Enforcing

Settlement Agreement And For Temporary Relief From  
Preliminary Injunction are true and correct.

  
Mark D. Evans

Subscribed and sworn to before me this  
11th day of July 2000.

  
Pamala R. Mosher  
Notary Public Genesee County  
acting in Oakland County, Michigan  
My commission expires: March 23, 2004

EVANS & PARKER, P.C.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

LEO GALLAGHER  
d/b/a "GALLAGHER" and  
SOLD OUT SHOWS, INC.,

Plaintiffs and  
Counter-Defendants,

-vs-

RON GALLAGHER,  
CLASSIC PRODUCTIONS, INC.,

Defendants and  
Counter-Plaintiffs,

and

CLASSIC ENTERTAINMENT, INC.,

Defendant.

Case No. 99-75657  
Hon. Paul D. Borman  
Magistrate Judge Pepe

FILED  
JUL 11 1999  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
DETROIT

EVANS & PARKER, P.C.

DOUGLAS W. SPRINKLE (P25236)  
GIFFORD, KRASS, GROH, SPRINKLE,  
ANDERSON & CITKOWSKI, P.C.  
Attorneys for Plaintiffs  
Counter-Defendants  
280 North Old Woodward Avenue  
Suite 400  
Birmingham, MI 48009  
(248) 647-6000

JAMES R. COLE (WI 01013023)  
GREGORY T. EVERTS (WI01001636)  
Co-Counsel for Plaintiffs  
Counter-Defendants  
Firstar Plaza, 1 S. Pickney St  
P.O. Box 2113  
Madison, WI 53701  
(608) 241-9166

NEAL W. KNIGHT, JR. (FL093737)  
Co-Counsel for Plaintiffs  
Counter-Defendants  
321 Royal Poiciana Plaza S.  
P.O. Box 431  
Palm Beach, FL 33480  
(561) 659-1770

SHARI LESNICK (P39746)  
Attorney for Defendant and  
Counter-Plaintiff Ron  
Gallagher  
30700 Telegraph Rd., Suite  
4646  
Bingham Farms, MI 48025  
(248) 646-5511

ROBERT S. ROLLINGER (P27237)  
Co-Counsel for Defendant and  
Counter-Plaintiff Ron  
Gallagher  
30700 Telegraph Rd.  
Suite 4646  
Bingham Farms, MI 48025  
(248) 646-6460

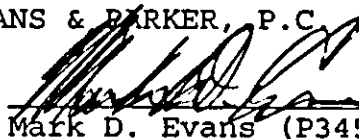
MARK D. EVANS (P34517)  
EVANS & PARKER, P.C.  
Attorneys for Defendant and  
Counter-Plaintiff  
Classic Productions, Inc.  
1825 South Woodward Avenue  
Suite 190  
Bloomfield Hills, MI 48302  
(248) 333-1700

BRIEF IN SUPPORT OF EMERGENCY MOTION FOR ORDER ENFORCING  
SETTLEMENT AGREEMENT AND TEMPORARY RELIEF FROM  
PRELIMINARY INJUNCTION

Defendant and Counter-Plaintiff Classic Productions,  
Inc. relies in support of its motion on the Settlement  
Agreement which was placed on the record on June 1, 2000 and  
orally modified between the parties. Defendant and Counter-  
Plaintiff Classic Productions also relies upon this Court's  
inherent equitable jurisdiction and power to grant the  
subject relief requested herein. Defendant Classic  
Productions also seeks relief based upon Rule 60(b) of the  
Federal Rules of Civil Procedure.

EVANS & PARKER, P.C.

By

  
Mark D. Evans (P34517)  
Attorney for Defendant and  
Counter-Plaintiff  
Classic Productions, Inc.  
1825 South Woodward Avenue  
Suite 190  
Bloomfield Hills, MI 48302  
(248) 333-1700

Date: July 11, 2000

classic brief in support of emergency motion.rtf

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

SEE CASE FILE FOR  
ADDITIONAL  
DOCUMENTS OR PAGES  
THAT WERE NOT  
SCANNED